

**REQUEST FOR QUALIFICATIONS (RFQ)**

**For**

**San Antonio Region Flood Planning Group Technical Consultant**

**# 00212**

**Issue Date: March 5, 2021**

**Responses must be received BEFORE:**

**April 6, 2021, 11:00 A.M. C.S.T**

Pre-Submittal Conference: There will be a non-mandatory pre-submittal conference held on March 16, 2021at 11:00 AM CST, via GoTo Meeting.

Staff Contact Person: Emily Hanson

Buyer II

Email: [ehanson@sariverauthority.org](mailto:ehanson@sariverauthority.org)

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# NOTICE TO RESPONDENTS

REQUEST FOR QUALIFICATIONS

**#** 00212

The San Antonio River Authority (River Authority) intends to purchase and invites you to submit a sealed response for:

San Antonio Region Flood Planning Group Technical Consultant

Sealed responses addressed to the Purchasing Department will be received **BEFORE** **April 6, 2021 at 11:00 AM, C.S.T,** at 100 East Guenther St, San Antonio, Texas 78204. All Responses must be in the River Authority’s possession on or before the scheduled date and time (no late response will be considered). Responses submitted through Bonfire must be submitted before the due date and time. **The River Authority’s Purchasing Department is not open for weekend or holiday deliveries.**

**The response documents can be obtained at purchasing.sara-tx.org or by contacting the Purchasing Department, 100 E. Guenther, San Antonio Texas, 78204 or by calling Purchasing at (210) 302-3603.**

Be advised that your company may download the documents from The River Authority’s web page at [purchasing.sara-tx.org](http://www.sara-tx.org/contracting-opportunites) to review the documents. Any changes/additions via addendum can be accessed by your company at either site. Vendor registration instructions can be found at [purchasing.sara-tx.org](http://www.nbutexas.com). Any questions in reference to this response should be directed to the Purchasing Department.

The contract will be awarded to the Respondent(s) on the basis of demonstrated competence and qualifications to perform the good/services and for a fair and reasonable price. The professional fees under the contract may not exceed any maximum provided by law.

The River Authority reserves the right to refuse and reject any or all responses, waive any or all formalities or technicalities, accept the response or portions of the response determined to be the best value and most advantageous to the River Authority, and hold the responses for a period of 120 days without taking action. Respondents are required to hold their responses firm for the same period of time.

# PART I -REQUIREMENTS FOR RESPONSES

## INTRODUCTION

In accordance with the provisions of San Antonio River Authority (River Authority) Enabling Statute (Chapter 276, Page 556, Acts of the 45th Legislature, 1937, and subsequent amendments), policies and procedures, the River Authority is requesting submissions to contract with an individual(s) or business(es) with considerable experience in providing professional services of this solicitation. The responses shall be submitted to the River Authority in a sealed submission.

The awarded individual(s) or business(es) shall possess a proven track record of using innovative approaches to providing professional services that represent the most qualified to their clients. The awarded individual(s) or business(es) shall have the ability to accomplish all aspects of the requested services. The awarded individual(s) or business(es) should be able to provide innovative methods to deal with challenges and provide effective solutions.

The awarded firm(s) shall have the ability to accomplish all aspects of the requested services. The San Antonio Regional Flood Planning Group (Region 12) in coordination with the River Authority reserves the right to award the contract(s) to the firm(s) that are the most qualified.

## MINIMUM QUALIFICATIONS

The following minimum requirements must be demonstrated for the submission to be **considered responsive** to the River Authority. Any submission received, which is determined to not meet these mandatory requirements may be immediately disqualified and rejected as non-responsive.

* Five (5) years’ experience providing similar products or services of equal complexity and magnitude including but not limited to:
  + developing Floodplain/Storm Water Watershed based Masterplans
  + hydrology and hydraulics analysis
  + submitting to FEMA (LOMR/CLOMR, Etc.)
  + design, analysis, modeling and constructing Green/sustainable infrastructure
  + assessing multiple benefits of flood mitigation projects including other quality of life and ecosystem benefits
  + environmental permitting experience
  + Stream & Environmental Remediation and Restoration experience
* Three (3) references from entities for which the Respondent provided the products or services, of equal complexity and magnitude, requested. The River Authority cannot be used as a reference.
* Must be able to physically attend meetings within the following counties: Aransas, Atascosa, Bandera, Bexar, Caldwell, Calhoun, Comal, DeWitt, Goliad, Guadalupe, Karnes, Kendall, Kerr, Medina, Refugio, Victoria, and Wilson Counties.
* Licensed professional engineer certified in the State of Texas in good standing with no debarments or discipline actions, assigned to project team. Attach copy of certification or documents from the Texas Board of Professional Engineers and Land Surveyors.
* Engineering Firm must have Firm Registration number issued by the Texas Board of Professional Engineers and Land Surveyors with an active status.
* The responding individual or business is not on the debarred vendor list with the River Authority, the State of Texas, or Federal Debarment List (sam.gov)
* Submittal documents including a cover sheet, Executive Summary, Attachments A -F, per the method described in SUBMISSION FORMAT.

## SCHEDULE OF EVENTS

Following is a list of **projected dates** with respect to this RFQ

Issue Solicitation: 3/5/2021

Pre-submittal conference 3/16/2021 at 11:00 AM CST

Deadline for Submission of Questions: 3/19/2021 at 11:00 AM CST

Deadline for Submission of Responses: 4/6/2021 before 11:00 AM CST

Potential Interview Dates (If Needed): 5/7/2021 or 5/14/2021

The River Authority reserves the right to change the dates indicated above.

## PRE-SUBMITTAL CONFERENCE

A Pre-Submittal conference will be held at 11:00 AM Central Standard Time, on March 16, 2021 via GoTo Meeting:

**Please join my meeting from your computer, tablet or smartphone.**

[**https://global.gotomeeting.com/join/715151517**](https://global.gotomeeting.com/join/715151517)

**You can also dial in using your phone.**

**United States:** [**+1 (312) 757-3121**](tel:+13127573121,,715151517)

**Access Code: 715-151-517**

Respondents are encouraged to prepare and submit their questions in writing in advance, in order to expedite the proceedings. The River Authority’s responses to questions received in advance, may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly recommended.

This meeting place is accessible to disabled persons. The San Antonio River Authority Main Office Building is wheelchair accessible. The accessible entrance is located at 100 E. Guenther. Accessible parking spaces are located in the San Antonio River Authority Main Office Building main parking lot at 100 E. Guenther.

Any oral responses provided by the River Authority staff at the Pre-Submittal Conference are not confirmed until they are in writing and posted with this solicitation. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the River Authority shall not be binding on the River Authority. Respondents are encouraged to resubmit their questions in writing, to the River Authority staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

## CONTRACT TERM

An agreement awarded in response to this RFQ will begin upon execution and expire after the satisfactory completion and submittal of the 2023 Regional Flood Plan, subject to the River Authorities Contract with TWDB for 1st cycle of Regional Floor Planning which expires June 10, 2023. However, the River Authority may terminate a contract at any time if funds are restricted, withdrawn, not approved or service is unsatisfactory.

## PRICING

This contract is for professional services. The San Antonio Region Flood Planning Group in coordination with the River Authority will select a firm on the basis of demonstrated competence and qualifications to perform the services described in this solicitation. Once the most qualified firm(s) is selected, a fair and reasonable price will be set.

It is anticipated that accepted negotiated prices will remain firm for the entire contract period, including any periods of extension or renewal. However, at the time of any renewal or extension of the contract, the River Authority or the firm(s) may request a price adjustment. All requests for a price adjustment must include detailed documentation and rationale to support the requested adjustment. The party to whom a request for price adjustment is made may, in its sole discretion, accept or reject the request. Any price adjustment must be mutually agreed upon in writing by the parties and shall be effective for the applicable.

Texas Water Development Board, Regional Flood Planning Group, and the River Authority will not be liable for any expenses incurred in excess of committed funds

## ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the solicitation are made by amendments Any changes, additions, or clarifications to the solicitation are made by amendments (addenda) and will be posted at [purchasing.sara-tx.org](file:///\\sarafs2\Finance\Working_Files\A_Secure\Purchasing\2_templates\2-solicitations\IFB-Construction%20SARA-COSA\purchasing.sara-tx.org). Any Respondent in doubt as to the true meaning of any part of the solicitation or other documents may request an interpretation from the Purchasing Department. At the request of the Respondent, or in the event the Purchasing Department deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Department. Such addendum will be attached to the original solicitation at [purchasing.sara-tx.org](file:///\\sarafs2\Finance\Working_Files\A_Secure\Purchasing\2_templates\2-solicitations\IFB-Construction%20SARA-COSA\purchasing.sara-tx.org) and will become part of the solicitation package having the same binding effect as provisions of the original solicitation. It shall be the Respondent(s)’s responsibility to ensure that they have received all Addenda in respect to this solicitation. Furthermore, Respondents are advised that they must recognize, comply with each Addendum. Respondent(s)’s signature on Addenda shall be interpreted as the Respondent’s recognition and compliance to official changes as outlined by the River Authority and as such are made part of the original solicitation documents. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. Addendums are available online at [purchasing.sara-tx.org](file:///\\sara-tx.org\data\Finance\Working_Files\A_Secure\Purchasing\2_templates\2-solicitations\IFB-Construction%20SARA-COSA\purchasing.sara-tx.org). No verbal explanations or interpretations will be binding. The River Authority does not assume responsibility for the receipt of any addendum sent to Respondents.

The respondent shall properly acknowledge all addenda in the spaces provided in the Acknowledgment (Attachment F).

## SUBMITTAL INSTRUCTIONS

Respondents may submit a response in hard copy or electronically. The River Authority prefers electronic submissions. Electronic submissions shall be submitted through the River Authority’s third party portal, Bonfire, at: <https://sara-tx.bonfirehub.com>.

If a respondent prefers to submit in a hard copy, the Respondent shall submit one (1) original signed document and (1) one copy. The original shall be clearly marked. In addition, the submittal shall be provided electronically on a USB drive. Statements of Qualifications must be received, in a sealed envelope, at the San Antonio River Authority Main Office no later than published date and time on the cover sheet at the address below.

Hard Copy responses shall be submitted to:

San Antonio River Authority

Attn: Purchasing Solicitation # 00212

100 E. Guenther

San Antonio, Texas 78204

Submittals sent by facsimile or email will not be accepted. Any submittal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Each Respondent is responsible for taking the necessary steps to ensure their submission is received by the date and time noted herein. The River Authority is not responsible for missing, lost or late mail or any mail delays, internal or external, that may result in the submission arriving after the set time.

All submissions shall be opened in a manner that avoids disclosure of the contents to competing Respondents and keeps the responses secret during negotiations. **A public opening will not be conducted with this process.**

## SUBMISSION FORMAT

Each submittal shall be typewritten, single spaced and submitted on 8 ½” x 11” white paper. Font size shall be no less than 12-point type for all items and may be in full color. All pages shall be numbered and should be printed two-sided. Margins shall be no less than 1” around the perimeter of each page. Submittals shall be no longer than 60 pages and shall include the documents listed below (including, but not limited to: coversheet, executive summary, Attachments, resumes, section dividers, and organization chart). Websites or URLs shall not be submitted in lieu of the printed submittal or electronic submission.

Each submittal must include the sections and attachments in the sequence listed below, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. If Respondent is proposing as a team, provide the same information for each member of the team. The electronic submittal should be submitted in Adobe PDF as one file.

Submission shall be in the following order:

1. COVER SHEET: including solicitation number and name, firm name, address, contact phone, fax, website and email address.
2. EXECUTIVE SUMMARY: The summary shall be no more than two (2) pages and include a statement of the work to be accomplished, how consultant proposes to accomplish and perform each specific service and unique problems perceived by consultant and their solutions.
3. SOLICITATION PACKET ATTACHMENTS:

Attachment A – Business Questionnaire

Attachment B – Exception Form

Attachment C – References

Attachment D – Conflict of Interest Form

Attachment E – Small, Women, Hubzone, Disadvantage Business Form

Attachment F – Acknowledgment

1. EXPERIENCE AND RESOURCES
   1. Background of Respondent and support personnel, including professional qualifications and length of time working in Respondent’s capacity. Include résumés of key personnel for services that Respondent proposes to perform including relevant experience of Respondent as it relates to the scope of services contemplated by the solicitation. Include evidence of individual team members licensing/certification.
   2. Include an organization chart of the proposed project team. Detail on chart which tasks each member will be working on.
   3. Specific experience with public entity clients, especially large municipalities or River Authorities. If Respondent has provided services for the River Authority in the past, identify the name of the project and the department for which Respondent provided those services. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.
   4. Describe how the proposed team has worked together on prior projects of similar scope and complexity. Include the length of time the team has worked together, as well as project details.
   5. Describe the work environment the proposed team will work in. Will all the team be located in the same office? Will team members be located across the region or different states? If so, describe how your firm manages effective communication within the team.
   6. Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
   7. If Respondent has had experience in working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.
2. PROJECT SCHEDULE

Respondent shall provide a project plan and schedule with their response for implementation of the project. The project plan must include timelines, milestones and deliverables and demonstrate how the respondent will meet stated deadlines.

1. SPECIAL DOCUMENTS
2. Engineering Firm Registration number issued by the Texas Board of Professional Engineers with an active status
3. Copy of Professional Engineer licenses for applicable proposed team members
4. Detail the watershed and project description of firm’s previous flood planning experiences within the past 5 years. Provide at least 2 examples. Each example provided has a two (2) page limits.
5. Sample progress report that will be submitted with each payment request submission.
6. **TIME ALLOWED FOR ACTION TAKEN**

The River Authority may hold responses 120 days after submittal deadline without taking action.

1. **ALTERATIONS/AMENDMENTS TO RESPONSES**

Responses CANNOT be altered or amended after the opening deadline. Alterations made before opening time must be initialed by Respondent guaranteeing authenticity.

## EVALUATION PROCEDURES

The River Authority’s selection committee will conduct a comprehensive, fair and impartial evaluation of all submittals received. Each submittal will be analyzed to determine overall responsiveness and qualifications. The River Authority Purchasing Department reserves the right to contact any responder, at any time, to clarify, verify or request information with regard to any response. The evaluation process consists of three steps:

**Step 1:** The River Authority will evaluate the submittal in accordance with the selection criteria and will rank the firms on the basis of the submittals. The River Authority may elect to conduct oral interviews along with the Regional Flood Planning Group Executive Committee, request clarifications, and presentations concerning the project approach and ability to furnish the requirements during the evaluation process, and rescore submittals based upon the interviews/presentations. The River Authority reserves the right to consider information obtained in addition to the data submitted in the response. The selection criterion is listed below:

1. **Identification and understanding of the River Authority’s requirements for this project** **(FACTOR: 20%)**

The executive summary should be used to demonstrate the Respondent's understanding of the objectives and scope of the requested services of the primary areas, in a clear and concise, written expression. The Respondent will provide all the appropriately requested criteria consideration to be a critical component of the evaluation. The Respondent will demonstrate their how their firm’s mission, value and goals align with the River Authority.

1. **Past Performance and experience on projects of this magnitude and complexity (FACTOR: 30%).**

The resumes, references and responses to supplemental questions should demonstrate the Respondent firm’s successful experience in projects within the primary areas similar to the scope of work requested in this RFQ will be a major consideration. Implementation of projects with the triple bottom line in mind will be of the highest consideration. Based on the past performance of both the individual project personnel and the Respondent firm, the River Authority will determine if the Respondent firm has the track record to provide the required services in successfully administering similar projects.

1. **Experience and qualifications of the Respondent and key personnel available for this project** (**FACTOR: 40%).**

The qualifications of the key proposed personnel in terms of experience, service capability and resources will be reviewed in order to assess the ability of the Respondent to successfully complete the project assignment. The organization chart, resumes, and responses to the supplemental questions should demonstrate the firm’s ability to provide the necessary professional and technical expertise and supervision will be a major consideration.

The qualifications and experience of the individuals who will be directly assigned to the primary areas is a major evaluation factor to be considered. The personnel cited shall be designated as to whether they are an employee, consultant or contract employee of the RFQ Respondent. Their educational and professional credentials as well as direct experience on similar projects will be considered in evaluating the Respondent. Experience with other government funded projects and familiarity with River Authority requirements and procedures will also be considered in the evaluation process.

1. **Local Understanding (FACTOR 10 %)**

Preference will be given to Respondents demonstrating a familiarity with the local civil engineering industry within the River Authority’s jurisdictional boundary (Bexar, Wilson, Karnes and Goliad counties). Through the executive summary, resumes, and responses to supplemental questions, firms shall demonstrate their understanding and presence in the local market.

**Step 2:** Upon final evaluation and scoring, the River Authority will proceed to negotiate a contract with the highest ranked firm.

Provided that the River Authority cannot successfully contract with the highest ranked firm, then the River Authority shall formally, and in writing, end all negotiations with that firm and the River Authority may elect to proceed to negotiate with the next firm in the order of the selection ranking until a contract is reached or negotiations with all ranked firms end, in accordance with Texas Government Code 2254.

**The River Authority will not release information regarding the scoring or evaluation until a contract has been awarded.**

**Step 3:** A written recommendation will be presented to the appropriate approving authority for the River Authority (the General Manager) requesting authorization to proceed with contract execution for the proposed goods/services.

## RESTRICTIONS ON COMMUNICATION

Respondent(s) are prohibited from communicating with: 1) The River Authority Board of Directors and the River Authority staff regarding the solicitation or submittals from the time the solicitation has been released until the contract is posted as a Board agenda item; 2) the River Authority employees from the time the solicitation has been released until the contract is awarded; and 3) Regional Flood Planning Group members from the time the solicitation has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the solicitation and/or submittal by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s submittal from consideration.

Exceptions to the restrictions on communication with the River Authority, Regional Flood Planning Group, and City of San Antonio employees include:

1. Respondents may ask verbal questions concerning this solicitation at the Pre-Submittal Conference (if applicable) or submit clarification requests via email to the contact below.
2. Respondents may provide responses to questions asked of them by the Purchasing Department after submittals are received and opened. The Purchasing Department may request clarification to assist in evaluating Respondent’s Response. The information provided is not intended to change the Response in any fashion. Such additional information must be provided within two (2) business days from the River Authority’s request. Respondents may also respond to requests by the Purchasing Department for best and final offers, which do allow Respondents to change their response. Requests for best and final offers will be clearly designated as such.

Respondents shall direct all inquiries and communications concerning this solicitation to the Point of Contact(s) listed below:

Emily Hanson

Buyer II

(210) 302-3605

[ehanson@sariverauthority.org](mailto:ehanson@sariverauthority.org)

## INVITATION FOR RESPONSES PREPARATION COSTS

Issuance of this RFQ does not commit the River Authority, TWDB, Regional Flood Planning Group or City of San Antonio in any way, to pay any costs incurred in the preparation and submission of a response. All costs related to the preparation and submission of this RFQ shall be borne by the Respondent.

## CONFIDENTIAL INFORMATION & SECURITY

Any information deemed to be confidential by the Respondent should be clearly annotated on the pages where confidential information is contained. The River Authority cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the responder may not be confidential under Texas Law, or pursuant to a Court order.

Should the successful Respondent be awarded a contract and become the holder of, and have access to, confidential information, (in the process of fulfilling its responsibilities in connection with the contract), the successful Respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the River Authority, and any applicable federal laws and regulations relating to confidentiality.

## BUSINESS OVERVIEW

Respondent shall complete the Business Overview Questionnaire as applicable per Attachment A.

## DEVIATION FROM SPECIFICATION/ REQUIREMENTS

Please read the requirements thoroughly and be sure that your response complies with all requirements/specifications noted. Any variation from the solicitation requirements/ specifications must be clearly indicated in Attachment B, on a point-by-point basis, attached to and made a part of your response. If no exceptions are noted, and you are the successful Respondent, the River Authority will require that the good/service(s) be provided as specified.

Respondents shall itemize all exceptions on Attachment B. Additional pages may be added as necessary. **Do not mark or change the text of the solicitation document, exceptions shall be noted only on Attachment B.**

## REFERENCES – ATTACHMENT C

Provide three (3) references, that the Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

The River Authority reserves the right to use other references and any additional information provided to evaluate the firm’s ability to meet the River Authority’s needs.

## CONFLICT OF INTEREST – ATTACHMENT D

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity must disclose in the Questionnaire Form CIQ, the vendor or person’s affiliation or business relationship that might cause a conflict of interest with a local government entity. This questionnaire must be filed, by law, with the River Authority no later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain the Questionnaire CIQ, go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS C MISDEMEANOR.

## SMALL, WOMEN HUBZONE, DISADVANTAGED BUSINESSES – ATTACHMENT E

The San Antonio River Authority encourages Small, Women Owned, HUBZONE and disadvantaged businesses. Businesses must be at least 51% minority-owned, woman-owned, veteran owned, or service disabled veteran owned for designation to apply. Historically Underutilized Businesses or Disadvantaged Business Entities must be certified by state or regional agency for these designations to apply.

## ACKNOWLEDGEMENT - ATTACHMENT F

Submit a signed acknowledgement by authorized agent of the responding firm.

# Part II –STATEMENT OF WORK

## OBJECTIVE

Under the direction of Region Flood Planning Group, the consultant shall prepare a regional flood plan. The consultant may assist Regional Flood Planning Group in preparing an appropriate scope of work that adequately addresses all tasks pursuant 31 TAC 357, i.e., the description of tasks, responsible parties, schedule, and description of deliverable and/or scope of work as defined by the TWDB. In addition to the technical role, the consultant may assist in the preparation of applications for financial assistance, design and implementation of public involvement activities, including

conducting public meetings, planning issues for presentation to both technical and non-technical

audiences in the region.

## SCOPE OF WORK

Please refer to Exhibit 3, Initial Scope of Work for the First Cycle of Regional Flood Planning, for a detailed initial scope.

Consultants submitting proposal should be familiar with the rules for state and regional flood

planning and regional flood planning grant assistance adopted by the TWDB (31 TAC Chapter

361, Subchapter F, Regional Flood Planning Grant Rules; and 31 TAC Chapter 361, State Flood

Planning Guideline Rules). These rules contain procedures governing applications for financial

assistance related to the development or revision of regional flood plans, and guidelines for the

development of the regional flood plan, as well as deadlines for the submittal of the scope of

work and regional flood plan. The schedule for completion and delivery of work products for

Regional Flood Planning Group shall reflect these publication deadlines.

## TIMELINE OF EVENTS

|  |  |
| --- | --- |
| **Activity** | **Due Date** |
| Technical Memorandum Deadline | January 7, 2022 |
| Draft Regional Flood Plan Deadline | August 1, 2022 |
| Regional Flood Plan Deadline | January 10, 2023 |

## PROFESSIONAL/CONSULTANT RESPONSIBILITIES

1. Work with Regional Flood Planning Group to complete full scope of work as detailed in Exhibit 3 by the published deadlines.
2. Attend all planning meetings.
3. Keep meeting notes, assist with meeting agenda development, and review detailed minutes after each meeting.
4. Support public meeting processes.
5. Provide a primary source of contact/planning group sponsor to assist with the following duties:
   1. Serve as the regional flood planning group’s administrative agent by organizing planning group meetings, public notices, agendas, meeting presentations, handouts, and meeting minutes; and
   2. Deliver the first regional flood plan, on behalf of the planning group, no later than January 10, 2023
6. Provide Written progress reports according to the payment request submission schedule with each payment reimbursement request or release of advance of funds. The progress reports must include:
   1. A brief statement of the overall progress made since the last progress report for each task budget item
   2. A brief description of any problems that have been encountered during the previous reporting period that may affect the study, delay the timely completion of any portion of the project or inhibit the completion of or cause a change in any of the study’s products or objects
   3. A description of any action consultant plans to take to correct any problems that have been encountered or identified
7. Enter data on TWDB’s state flood planning database with associated data prior to submission of technical memorandum and make corrections to the data as necessary prior to Regional Flood Plan Deadline
8. Attend at least one state flood planning data submittal training session provided by TWDB staff at time and locations to be determined by TWDB
9. Prepare Regional Flood Plan and data collected and transmitted for the Regional Flood Plan in specified format.

## SPONSOR RESPONSIBILITIES

1. Provide a primary source of contact/planning group sponsor to assist with the following duties:
   1. Serve as the regional flood planning group’s administrative agent by organizing planning group meetings, public notices, agendas, meeting presentations, handouts, and meeting minutes; and
   2. Deliver the first regional flood plan, on behalf of the planning group, no later than January 10, 2023
   3. Technical Consultant contract administration
2. Assist in identifying meeting locations

## PERFORMANCE MEASURES

1. Meet deadlines by submitting quality and accurate deliverables that meet TWDBs stated rules.
2. Respond within 24 business hours to inquiries or requests.
3. Informing planning group members of substantial changes or errors.
4. Consistent communication to all planning group members throughout contract period.

# Part III –TERMS AND CONDITIONS

## INSURANCE

The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below:

|  |  |
| --- | --- |
| Professional Liability | $1,000,000/$3,000,000 |
| General Liability (Premises Operations)  Workers Compensation | $500,000/$1,000,000  WC Statutory  Employers’ Liability - $500,000 |
| Automotive Liability | $500,000 Combined Single Limit |

The River Authority shall be named as an additional insured and provide a Waiver of Subrogation in favor of the River Authority, its officials, agents, employees and volunteers for general liability and auto policy. Respondent shall provide a waiver of subrogation for workers’ compensation policy.

Insurance shall be carried with financially responsible insurance companies, licensed in the State of Texas, with an A.M. Best Rating of A (-) VI or better.

## ASSIGNMENT

Respondents are advised that the River Authority shall not allow the successful Respondent to sell, assign, transfer, or convey any part of any contract resulting from this response in whole or in part, to a third party without the written approval of the River Authority.

## INDEMNIFICATION CLAUSE

**THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE RIVER AUTHORITY HARMLESS FROM ANY DAMAGE, LIABILITY OR COST (INCLUDING REASONABLE ATTORNEYS’ FEES AND COST OF DEFENSE) TO THE EXTENT CAUSED BY THE CONSULTANT NEGLIGENT ACTS, ERRORS OR OMISSIONS IN THE PERFORMANCE OF ITS SERVICES UNDER THIS AGREEMENT AND THOSE OF HIS OR HER SUBCONTRACTORS OR ANYONE FOR WHOM THE CONSULTANT IS LEGALLY LIABLE.**

## FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with the River Authority.

## JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and payable in Bexar County, Texas.

## VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Bexar County, Texas.

## COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS

The Respondent shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

## RESPONDENT’S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of any awarded contract shall be employees of the River Authority. The method and manner of performance of such undertakings shall be under the exclusive control of the Respondent on contract. The River Authority shall have the right of inspection of said undertakings at any time.

## VERBAL THREATS

Any threats made to any employee of the River Authority, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the River Authority may immediately sever the contract with the successful Respondent.

## EQUAL EMPLOYMENT OPPORTUNITY

The awarded contractor will not discriminate against any employee or applicant for employment because of race, religion, ethnicity, gender, age, national origin, disability, veterans status or any other status or condition protected by applicable federal and state laws. The awarded contractor will take affirmative action to ensure that applicants are employees and that employees are treated during employment, without regard to their race, religion, ethnicity, gender, age, national origin, disability, veterans status or any other status or condition protected by applicable federal and state laws.

## CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the River Authority Board of Directors, and/or with the amount of the contract being in excess of $1,000,000, will require the on-line completion of Form 1295 "Certificate of Interested Parties." Form 1295 is also required for any and all contract amendments, extensions or renewals. The awarded Respondent(s) will be required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Please visit the State of Texas Ethics Commission website, <https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm> and <https://www.ethics.state.tx.us/tec/1295-Info.htm> for more information.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT.

## PUBLIC INFORMATION REQUESTS

This section applies to contracts executed by the River Authority that have a stated expenditure of at least $1 million for the purchase of goods or services by the River Authority, or that result in an expenditure of at least $1 million for the purchase of goods or services in a fiscal year.

The contractor shall provide contracting information that is in its possession to the River Authority in the event that the River Authority receives a public information request for the information, subject to the exceptions provided under the Texas Public Information Act, Chapter 552 of the Government Code. The River Authority must inform the contractor of the request for information within three (3) business days of receipt from the requestor. The contractor shall provide the information within ten (10) business days. The contractor shall provide written notice of an exception request, in accordance with Government Code Chapter 552.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation/ bid/ contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. In addition, any contractor or vendor that does not comply shall be placed on the River Authority’s debarred vendor list.

## NO BOYCOTTING ISRAEL VERIFICATION

Contractor agrees that it does not boycott Israel and will not do so during the term of this Agreement. This provision is in compliance with §2271 of the Texas Government Code. The San Antonio River Authority agrees to comply with the United States and Texas Constitutions in consideration of whether to enforce this provision.

## NON-TERRORIST/IRAN/SUDAN CERTIFICATION

The River Authority may not enter into a contract with a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations. The awarded contractor will certify their firm is not listed on the website of the Comptroller of the State of Texas concerning companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. And further certifies that should their firm enter into a contract with a firm listed on the on the Comptrollers’ website which does business with Iran, Sudan, or any Foreign Terrorist Organization, they will immediately notify the River Authority.

# PART IV - ATTACHMENTS

All Attachments are to be returned with Submittal

## ATTACHMENT A-BUSINESS QUESTIONNAIRE

Provide the following information regarding the Responders.

(NOTE: Co-Responders are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Responders and should not be identified here. If this submittal includes Co-Responders, each Co-Respondent should complete an Attachment A, questions 1-21 only)

1. Contract Information (for formal contracting purposes):

*The following information will be used to write a contract, should your firm be selected for award.*

1. Firm’s Legal Name:
2. Principal Address:

1. Telephone No.
2. Fax No:
3. Agent Authorized to sign contract (Name):
4. Authorized Agent’s Job Title
5. Authorized Agent’s email address:
6. Provide any other names under which responders have operated within the last 10 years and length of time for each
7. Website address:
8. Organization Class (check ):
   * Individual or Sole Proprietorship, if checked, list Assumed Name, if any:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* + Partnership
  + Corporation, if checked check one:
    - For-Profit
    - Nonprofit
    - Domestic
    - Foreign

1. Federal Employer Identification Number:
2. Texas Comptroller’s Taxpayer Number, if applicable

*(NOTE: This 11-digit number is sometimes referred to as the Comptroller’s TIN or TID.)*

1. DUNS Number:
2. Date Established:

* Number of years in business under present name:

1. Provide address of office from which this project would be managed:

* Principal Address:
* Telephone No.
* Fax No:
* Total Number of Employees:
* Total Number of Current Clients/Customers:

1. Contact Information: List the one person who the River Authority may contact contract concerning your submittal:

* Name
* Title
* Address:
* Telephone No:
* Fax No:
* Email address:

1. Does your firm anticipate any mergers, transfers or organization ownership or management reorganization within the next twelve (12) months?

* No
* Yes

1. Is firm authorized and/or licenses to do business in Texas?

* No
* Yes, If yes, list authorizations/licenses:

1. Does the firm have an office located in Bexar County?

* No
* Yes, If yes, respond to “a” and “b” below:
  1. How long has the Respondent conducted business from it’s Bexar County Office?
  2. State the number of full-time employees at the Bexar County office:

1. Has the firm or any of its principals been debarred or suspending from contracting with any public entity?

* No
* Yes, If yes, identify the public entity, contact name and phone number of representative familiar with the debarment or suspension, and state the reason for or the circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension:

1. Has the firm ever had a bond or surety canceled or forfeited?

* No
* Yes, If yes, state name of bonding company, date, amount of bond, and reason for cancellation or forfeiture:

1. Has the firm ever been declared bankrupt or filed for protection from creditors under state of federal proceedings:

* No
* Yes, If yes, state the date, court jurisdiction, cause number, amount of liabilities and amount of assets:

1. Has the firm ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If “Yes”, state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action:
2. Has the firm ever failed to complete any contract awarded?

* No
* Yes, If yes, state name of the organization contracted with, services/goods contracted, date, contract amount and reason for failing to complete the contract:

1. Has any officer or partner proposed for this project/contract ever failed to complete a contract handled in her or her own name:

* No
* Yes, If yes, state name of the organization contracted with, services/goods contracted, date, contract amount and reason for failing to complete the contract:

1. Litigation Disclosure:
   1. Has the project manager or any member of the firm’s team to be assigned to this engagement ever been indicted or convicted of a felony of misdemeanor greater than Class C in the last five (5) years?

* No
* Yes
  1. Has the project manager or any member of the firm’s team been terminated (for cause or otherwise) from any work being performed by the River Authority or any other federal, state, or local government, or private entity?
* No
* Yes
  1. Has the project manager or any member of the firm’s team been involved in any claim or litigation with the River Authority or any other federal, state or local government, or private entity during the last ten (10) years?
* No
* Yes

1. Has your company implemented an Employee Health and Safety Program compliant with 29 CFR 1910 “General Industry Standards” and/or 29 CFR 1926 “General Construction Standards” as they apply to your Company’s customary activities?

<http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=1926>

1. How did your firm learn about this solicitation from the River Authority?

|  |  |  |  |
| --- | --- | --- | --- |
|  | Newspaper Legal Notice |  | |
|  | Email notification from the Purchasing Department | | |
|  | River Authority website: purchasing.sara-tx.org | |  |
|  | 3rd Party solicitation service: www.gobonfire.com | | |
|  | Plan Room. Please identify plan room |  | |
|  | Other. If so, please indicate ­­­­­­­ |  | |

1. **Provide details on how firm meets the minimum qualifications stated in Part 1, Section 4. (Response should be completed below, do not point to another document)**
2. The details must be completed on this form and shall not point to another document in the Respondent’s submittal.
3. Sign below and return form with final submission.

I certify that our firm meets the minimum qualifications as stated in Part 1, Section 4.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Company Date

## ATTACHMENT A – SUPPLEMENTAL QUESTIONNAIRE

Please provide answers to the questions below. The answers provided will assist the evaluation team understand your firm’s qualifications. The details must be completed on this form and shall not point to another document in the Respondent’s submittal. The evaluation is not limited to the questions below, but the entire submission.

**Provide details to support the evaluation criteria stated in Part 1, Section 12.** (*Provide details to assist the evaluation team understand how your firm meets each criterion. Please be thorough, answers that are vague or simply restate the evaluation criteria will be scored less than other firms that provide adequate details.).*

1. **Identification and understanding of the River Authority’s requirements for this project** **(FACTOR: 20%)**
   1. Describe your firm’s approach and schedule for developing task order scopes and fees.
   2. Describe your firm’s methodology to manage projects, planning methods and tools used to ensure communication to key stakeholders.
   3. Discuss the how timelines are managed, and key milestones anticipated for a regional planning project of this magnitude. How does you firm stay on schedule and ensure its meeting performance measures?
   4. Describe how your firm ensures master planning documents have a practical application.
2. **Past Performance and experience on projects of this magnitude and complexity (FACTOR: 30%).**
   1. How has your past experience prepared your team to meet the objectives of the regional planning process?
   2. List three relevant major projects your organization has in progress that are similar in scope, magnitude, and complexity to this request.
   3. Describe your design process with three (3) past examples.
3. **Experience and qualifications of the Respondent and key personnel available for this project** (**FACTOR: 40%).**
   1. Explain your firm’s project management process, with emphasis on how the process supports River Authority and TWDB’s needs.
      1. Hydrology and hydraulics analysis
      2. flood risk reduction planning
      3. floodplain management
      4. capital project evaluations / assessments
      5. cost estimating
      6. project feasibility analysis.
   2. How does your firm track project progress?
   3. How does your firm communicate project status?
   4. How does your firm gauge the success of a project?
   5. How does your firm perform quality checks for a project?
   6. Please provide an example of how your firm records meeting minutes.
4. **Local Understanding (FACTOR 10 %)** 
   1. How familiar is your firm with the rules for state and regional flood planning and regional flood planning grant assistance adopted by the TWDB (31 TAC Chapter362, Subchapter F, Regional Flood Planning Grant Rules; and 31 TAC Chapter 362, State Flood Planning Guideline Rules) and which rules does your firm find most conductive to the goals herein?

## ATTACHMENT B-SUBMISSION EXCEPTIONS/CLARIFICATIONS

**Any** exceptions or clarifications taken to this solicitation must be itemized on the lines below. Additional pages may be added as needed. If there are no exceptions or clarifications, please sign where indicated at the bottom of the page.

Item # Description

The above exceptions and clarifications (and any additional pages identified) are the ONLY exceptions/clarifications to the specifications. I understand that the River Authority may not accept additional exceptions produced after final submission of this submittal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Company Date

**No Exceptions are taken to this solicitation.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Company Date

## ATTACHMENT C - REFERENCES

Provide three (3) references, that the Respondent has provided goods/services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

|  |  |
| --- | --- |
| **REFERENCE ONE** | |
| Firm/Company Name: |  |
| Contract Person and Title |  |
| Address: |  |
| Telephone No: |  |
| Email: |  |
| Scope of Work: |  |
| Contract Period: |  |
| Annual dollar value of contract: |  |

|  |  |
| --- | --- |
| **REFERENCE TWO** | |
| Firm/Company Name: |  |
| Contract Person and Title |  |
| Address: |  |
| Telephone No: |  |
| Email: |  |
| Scope of Work: |  |
| Contract Period: |  |
| Annual dollar value of contract: |  |

|  |  |
| --- | --- |
| **REFERENCE THREE** | |
| Firm/Company Name: |  |
| Contract Person and Title |  |
| Address: |  |
| Telephone No: |  |
| Email: |  |
| Scope of Work: |  |
| Contract Period: |  |
| Annual dollar value of contract: |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ**  **For vendor or other person doing business with local governmental entity** | | | | | | | | |
| **This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session**.  This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.  A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. | | | | | | | | |
| **1** | **Name of vendor who has a business relationship with local governmental entity.** | | | | | | | |
|  |
| **2** | **Check this box if you are filing an update to a previously filed questionnaire.** | | | | | | | |
| (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) | | | | | | | | |
| **3** | **Name of local government officer about whom the information in this section is being disclosed.** | | | | | | | |
|  | | | |  | | |  | |
|  | | | | Name of Officer | | |  | |
| This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.   1. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?   Yes No   1. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?   Yes No   1. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?   Yes No  D. Describe each employment or business and family relationship with the local government officer named in this section. | | | | | | | | |
| **4** | | **I have no Conflict of Interest to disclose.** | | | | | | |
|  | |
| **5** | |  |  | |  |  | |  |
|  | |
|  | |  | Signature of vendor doing business with the governmental entity | |  | Date | |  |

## ATTACHMENT D- CONFLICT OF INTEREST QUESTIONNAIRE

## ATTACHMENT E- SMALL, WOMEN HUBZONE, DISADVANTAGED BUSINESSES

Please complete the following information, if your business falls into any of the below categories, using the size regulations as set forth on the Small Business Association’s website, http://www.sba.gov/size/. Businesses must be at least 51% minority-owned, woman-owned, veteran owned, or service disabled veteran owned for designation to apply. Historically Underutilized Businesses or Disadvantaged Business Entities must be certified by state or regional agency for these designations to apply.

The River Authority encourages all businesses that fall into the categories listed below to become certified by the South Central Texas Regional Certification Agency. For more information, please contact 210-227-4722 or www.sctrca.org.

* **Firm Name:**
* **Check all that Apply:**

|  |  |
| --- | --- |
| * Small Business Entity | * Small Disadvantaged Business Entity |
| * Minority Owned Business Entity | * Woman Owned Business Entity |
| * Veteran Owned Business Entity | * HUBZone Business Entity |
| * Service Disabled Veteran Owned Business Entity | * Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

* **Is your firm certified by an Agency?**
* No
* Yes, if yes, name of agency(ies) certified by:
* **Check the answer that applies to your organization for the following statements:**
* The company and/or its principals  **are are not** presently debarred, suspended, or determined to be ineligible for an award of a contract by a Federal Agency.
* The company and/or its principals **comply does not comply** with the non-segregated facilities in accordance with FAR 52.222-21.

Under 15 U.S.C. 645(d), any person who misrepresents its size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act. As prescribed in FAR 19.301(d), the U.S. Government may impose a penalty against a firm misrepresenting its business size and/or disadvantaged status for the purpose of obtaining a procurement award. The information contained herein is complete and accurate in all details to the best of my knowledge and belief.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_

Signature of Authorized Official Printed Name Title Date

1. The Respondent represents that it \_\_\_\_ is, \_\_\_\_\_\_ is not a small business concern.
2. Complete only if Respondent represents itself as a small business concern in question 1.) The Respondent represents that it \_\_\_\_\_\_\_is, \_\_\_\_\_\_\_is not, as small disadvantaged business concern as defined in 13 CFR 124.1002.
3. (Complete only if Respondent represents itself as a small disadvantaged business concern in question 2.) The Respondent shall check the category in which its ownership falls:

* Black American
* Hispanic America
* Native American (American Indians, Eskimo, Aleuts, or Native Hawaiians)
* Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
* Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
* Individual/concern, other than one of the preceding.

1. The Respondent represents that it \_\_\_is, \_\_\_ is not a women-owned small business concern.
2. The Respondent represents that it \_\_\_\_ is, \_\_\_\_ is not a veteran-owned small business concern.
3. (Complete only if Respondent represents itself as a veteran-owned business concern in question b.5.) The Respondent represents that it \_\_\_\_ is, \_\_\_\_ is not a service-disabled veteran-owned small business concern.
4. The Respondent represents that:
5. It \_\_\_\_ is, \_\_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
6. It \_\_\_\_ is, \_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. Enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: *\_*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

## ATTACHMENT F -ACKNOWLEDGMENT

The undersigned agrees this submission becomes the property of the San Antonio River Authority (River Authority) after the official opening.

I understand that my submission may be treated as a public record under the Texas Public Information Act.  I have marked pages that I consider to be confidential as “confidential.”  I further **INDEMNIFY AND HOLD HARMLESS** the River Authority for the release of any portion of my information, as may be required by law.

The undersigned affirms he has familiarized himself with the specification, drawings, exhibits and other documents; the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of materials and equipment; and all other matters that will be required for the work before submitting a response.

The undersigned agrees, if this submission is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specification. The period for acceptance of this submission will be 120 calendar days unless a different period is noted.

The undersigned affirms that they are duly authorized to execute this contract, that this submission has not been prepared in collusion with any other Respondent, nor any employee of the River Authority, and that the contents of this submission have not been communicated to any other Respondent or to any employee of the River Authority prior to the acceptance of this submission.

Respondent hereby assigns to the River Authority any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications, all exhibits and attachments contained in this solicitation package.

The undersigned agrees that the solicitation package posted on the website are the official specifications and shall not alter the electronic copy of the solicitation package, without clearly identifying changes.

The undersigned understands they will be responsible for monitoring the River Authority Purchasing Website at: [purchasing.sara-tx.org](https://www.sara-tx.org/public-information/about-sara/contracting-opportunities/%20%20) to ensure they have downloaded and acknowledged all addendum(s) required for submission with their response.

I certify that I have made no willful misrepresentations in this submission, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this submission will be investigated, with my full permission, and that any misrepresentations or omissions may cause my submission to be rejected.

In submitting a response to the River Authority, the responder offers and agrees that if the response is accepted, the responder will convey, sell, assign or transfer to the River Authority all rights, titles and interest in and to all causes to action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodities or services purchased or acquired by the River Authority. At the River Authority’s discretion, such assignment shall be made and become effective at the time the River Authority tenders final payment to the responder.

Acknowledge receipt of following addenda to the solicitation:

Addendum No 1 Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Received \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No 2 Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Received \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No 3 Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Received \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel. No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email.